Renewed Consultant Agreement between The School Board of Pinellas County, Florida, and Swartzel Consulting, LLC.

This Renewed Consultant Agreement ("Agreement") is made by and between the School Board of Pinellas County, Florida ("Board"), a Florida public school board, and Swartzel Consulting, LLC ("SC"), a Florida limited liability company, as of the Effective Date, and provides as follows:

Effective Date and Term of Agreement: The Agreement shall begin on August 1, 2016 ("Effective Date") and shall end on July 31, 2018. This time period shall be known as the "Term." The Agreement is the second two-year agreement between the parties.

<u>Services Provided</u>: SC will provide professional and legislative auditing services to the Board, as further described herein. Services shall be provided during the Term, and shall specifically include the pre-2017 and pre-2018 Florida Legislative Session activities, the 2017 and 2018 Legislative Sessions, and post session activities. SC shall:

- 1. Represent the Pinellas County School Board as its designated lobbyist.
- 2. Assist in creating the Pinellas County School Board's 2017 and 2018 Legislative Programs.
- 3. Attend and participate in all meetings and conferences of the Greater Florida Consortium of School Boards (GFCSB).
- 4. Attend and participate in all applicable meetings of the Florida School Boards Association.
- 5. Meet with the Board and Superintendent or designees at mutually agreed upon times and confer with respect to state legislative issues having a potential impact on the Board's fiscal and programmatic interests.
- 6. Assist in creating and promoting the Board's annual legislative program.
- 7. Promote the Board's priorities in the following meetings:
 - a. Pre-Session Legislative Committee Meetings;
 - b. Pinellas County Legislative Delegation meetings (Minimum of two);
 - c. Florida School Boards Association legislative meetings;
 - d. Greater Florida Consortium of School Boards meetings;
 - e. Florida Educational Legislative Liaisons (FELL);
 - f. Staff and School Board meetings as needed; and
 - g. State Board of Education Meetings as needed.
- 8. Perform and participate in specific legislative tasks as requested by the district.
- 9. Establish and maintain a positive working relationship with Florida's Legislative and Executive branches of Government.
- 10. Provide regular written reports as needed to the Board and Superintendent.

11. Prepare and share with the Board's webmaster any relevant legislative materials and summaries for posting on the Board's webpage regarding legislative activities, consistent with prior years' web postings.

<u>Independent Contractor</u>. It is understood and agreed that the Consultant is an independent contractor and not an employee of the Board.

<u>Compensation</u>. The Board agrees to pay the Consultant a sum of sixty-five thousand dollars per year, payable in equal monthly installments, for services and expenses under this Agreement.

Such payments shall be made to the following payee and address: Swartzel Consulting, LLC 3058 Spring Oak Ave.
Palm Harbor, FL 34684

Expenses: The Consultant shall be responsible, at its sole expense, for all related business expenses, including but not limited to, providing materials, equipment, office space, clerical assistance, travel and other such related expenses.

<u>Termination of Agreement</u>: The Agreement may be terminated by either party upon no less sixty (60) calendar days written notice.

<u>Liability</u>: The parties agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided, however, the parties agree that Board's liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by Board, nor shall anything herein be construed as consent by Board to be sued by any third party for any cause or matter arising out of or related to this Agreement.

<u>Public Records</u>: Section 119.0701, F.S., requires SC, as a contractor providing services to the Board, to comply with Florida's public record laws with respect to services performed on behalf of the School Board. SC agrees to comply with the requirements of Florida law regarding public records.

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<u>Amendments</u>: No modification, amendment, or alteration of this agreement shall be effective unless agreed to in writing.

The parties, by and through their authorized representatives' signatures below, agree to the foregoing terms and conditions.

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: Michael A. Grege, Ed.D.

Its: Superintendent Date: 6/24/16

Approved As To Form:

School Board Attorneys Office

SWARTZEL CONSULTING, LLC

By: Steven B. Swartzel

Its: President

Date: 7 / 0 / /6